

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF MESA

THIS AGREEMENT entered into this 2nd day of June, 1983
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION, hereinafter called "State",
and the City of Mesa acting by and through its City Council,
hereinafter called "City".

WHEREAS, State is empowered by Section 28-108 Arizona Revised
Statutes to enter into this agreement and has by resolution,
a copy of which is attached hereto and made a part hereof
resolved to enter into this agreement and the Director of
the Arizona Department of Transportation has delegated to
the undersigned the authority to execute same on behalf of
the State; and

WHEREAS, City is empowered by Section 9-672 Arizona Revised
Statutes to enter into this agreement and acting by and
through its City Council, has, by resolution, a copy of which
is attached hereto and made a part hereof, resolved to enter
into this agreement and has authorized the undersigned to
execute same on behalf of City; and

WHEREAS, City desires to widen and improve Country Club Drive
(also known as State Route 87) north from Baseline to Main
Street; and

WHEREAS, there will be no Federal participation in the costs
of said project; and

WHEREAS, the cost of said project is estimated to be \$4,700,000;
and

WHEREAS, State will participate with City in the cost of said
improvement project to the extent and in the manner set forth
below.

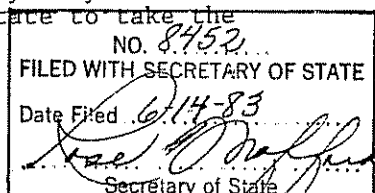
THEREFORE, the parties hereto agree as follows:

CITY SHALL:

1. Conduct necessary surveys, design and prepare right
of way and construction plans and specifications for said
improvement of Country Club Drive and submit same to the
Arizona Department of Transportation for approval.

2. Perform necessary preconstruction activities, including
concept design and location report for State approval, prepare
notice of and conduct public hearings, if required, prepare
hydraulics report and submit to State for approval.

3. Acquire in the name of City all necessary rights of
way for said project in accordance with City's established
procedures; provided, however, that City shall certify to
State that the real property interests acquired by City are of
sufficient quality so that conveyance of same by City to State
will place adequate title in State to enable State to take the
right of way into its Highway system.



4. Arrange all required relocation of utility installations and forward to State for review all costs associated with said relocations.

5. Design and prepare landscaping plans, including any necessary irrigation systems.

6. Design and prepare traffic engineering plans, including striping, signs, signals and lighting.

7. Prepare required bid documents, including quantities and estimates, call for bids and after review and concurrence by State, award contracts in accordance with City procedures.

8. Administer construction contracts in accordance with State procedures and certify to State that all payments to contractors are correct following procedures outlined in the "Manual For Self Administration of FA Projects"; provided, however, that those actions required by the FHWA under Federal Aid Projects are not included in this Non-Federal Aid Project.

8a. Secure prior approval of State for any changes in the approved project plans or for any increases or decreases in project costs.

9. Pay all costs associated with project development and construction and provide appropriate notification to State.

10. Hire consultant to manage, oversee and supervise construction of said project, insuring that State standards are met in both construction and materials.

11. Provide monthly billing to State for State's share of construction and engineering costs.

12. Allow State's auditors to examine project records upon advance request by State.

13. Accommodate State's contractor in making repairs and refinishing certain portions of the underpass structures and girders. It is agreed that the underpass repair work will be accomplished under a separate contract and will not be considered further in this agreement.

14. Save and hold harmless State, or any of its departments, agencies, officers or employees for any sums which State, or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of City, its employees or agents.

15. Upon request by State convey that portion of the right of way as designated by State for use as a State highway.

16. Continue to maintain Country Club Drive in accordance with that certain maintenance agreement between State and City, as filed in the office of the Secretary of State June 21, 1979 as number 5315, and in addition be responsible for all routine maintenance in, upon or related to the Bowmanite median.

STATE SHALL:

1. Provide services of State Laboratory for testing materials and core samples, develop the pavement design and provide design memo to City for review and approval.

2. Develop the environmental analysis for the project and provide base surveys for use by City.

3. In the event public hearings are held, provide support for same.

4. Reimburse City for one half of the agreed upon costs of said project, including the engineering costs of both City and State. Payments will be made within 30 days of receipt of the monthly billing by City as specified in Paragraph 11 above.

5. Complete any and all audits of City records within one year after receipt by State of final, approved project records.

6. Save and hold harmless City, or any of its departments, agencies, officers or employees for any sums which City, or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of State, its employees or agents, to the extent provided by law.

This agreement shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be cancelled at any time prior to the commencement of construction upon 30 days written notice to the other party; provided, however, agreements herein relating to maintenance shall be in perpetuity.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518(B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

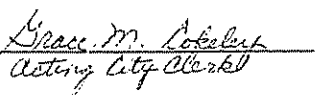
By: 

Title: City Manager

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: 

W. O. Ford
Chief Deputy State Engineer

ATTEST: 

Acting City Clerk

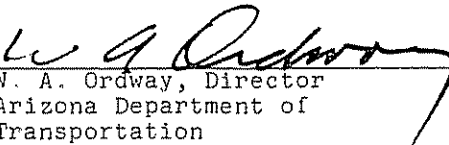
Project: City of Mesa

Section: Country Club Dr.
(S.R. 87)

RESOLUTION

BE IT RESOLVED on this 16th day of March, 1983, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Mesa for the acquisition of additional right of way along Country Club Dr. (S.R. 87) for the improvement of Country Club Dr. extending from Baseline Rd. to Main St.

Therefore, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


W. A. Ordway, Director
Arizona Department of
Transportation

JDC:ea

RESOLUTION NO. 5211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE IMPROVEMENT OF SOUTH COUNTRY CLUB DRIVE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Intergovernmental Agreement between the City of Mesa and the Arizona Department of Transportation for the improvement of South Country Club Drive is hereby approved.

Section 2: That the City Manager is authorized and directed, on behalf of the City of Mesa, to execute the agreement and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 31st day of May, 1983.

APPROVED:

Don W. Strauch
Mayor

ATTEST:

Gene M. Kibbey, Acting City Clerk
City Clerk



OFFICE OF THE
Attorney General
TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 83-343, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 9th day of June, 1982³

ROBERT K. CORBIN
Attorney General

James R. Reppath
Assistant Attorney General
Transportation Division



CITY OF MESA
ARIZONA

OFFICE OF THE CITY ATTORNEY
48 North Macdonald - 85201
(602) 964-1421

May 26, 1983


C. K. Luster
City Manager
City of Mesa
P. O. Box 1466
Mesa, Arizona 85201

Dear Mr. Luster:

Pursuant to your request I have examined the Intergovernmental Agreement between the State of Arizona and the City of Mesa relating to the improvement of South Country Club Drive, also known as State Route 87 north from Baseline Road to Main Street.

In my opinion the City of Mesa is authorized under the laws of the State of Arizona to enter into this agreement, and the agreement is in proper form. When executed by you, pursuant to a resolution of the City Council, the contract will have been validly executed on behalf of the City of Mesa.

Sincerely yours,



J. Lamar Shelley
City Attorney

JLS:jhw

